Sourcewell

MASTER AGREEMENT #041525
CATEGORY: Smart Infrastructure Solutions, Outdoor Sensors, and Related Products and Services
SUPPLIER: Dimonoff Inc.

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Dimonoff Inc., 1015 Ave. Wilfrid-Pelletier, Suite 410, Quebec City, QC, Canada, G1W 0C4 (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

Article 1:
General Terms

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.

2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.

3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.

4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about

Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on July 22, 2029, unless it is cancelled or extended as defined in this Agreement.

   a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.

   b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.

6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.

7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in (Solicitation #041525) to Participating Entities. In-Scope solutions include:

   a) Outdoor sensors or advanced sensor-integrated luminaires intended for mounting on smart poles, capable of detecting, including but not limited to:
      i)   Air quality parameters;
      ii)   Lighting levels and energy usage;
      iii)   Noise levels, including gunshot and anomaly detection;
      iv)   Pedestrian and vehicle movement and presence; and,
      v)   Weather conditions.

   b) Physical assets, poles, and mounting structures to support connected smart infrastructure systems.

   c) Network components, gateways, controllers, communication modules, or specialized platforms necessary for connectivity, remote control, monitoring, data collection, and management of smart poles and sensors.

   d) Integration or turnkey services directly related to a) – c) above, including deployment, integration as a service (IaaS), configuration, training, support, centralized data collection, and integration with existing smart city systems. Optional components may include Vehicle-to-Everything (V2X) capabilities for real-time communication with vehicles to enhance traffic flow, safety, and support autonomous systems.

   Sourcewell is seeking market-ready solutions for outdoor applications. Proposers may offer software development **ONLY** as a supplemental service that supports and enhances the proven, market-ready solutions.

8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.

9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.

10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.

11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.

12) **Open Market.** Supplier's open market pricing process is included within its Proposal.

13) **Supplier Representations:**

   i)   **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.

   ii)   **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.

   iii)   **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.

14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.

15) **Debarment and Suspension.** Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Agreement. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time during the term of this Agreement.

16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal

grant or other federal funding to purchase solutions from this Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.

i)   **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

ii)   **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must comply with all applicable Davis-Bacon Act provisions.

iii)   **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in

the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies, materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

iv)   **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

v)   **CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387).** Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Agreement it will comply with applicable requirements as referenced above.

vi)   **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).** A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

vii)   **BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352).** Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded

from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

viii)   **RECORD RETENTION REQUIREMENTS.** To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

ix)   **ENERGY POLICY AND CONSERVATION ACT COMPLIANCE.** To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

x)   **BUY AMERICAN PROVISIONS COMPLIANCE.** To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

xi)   **ACCESS TO RECORDS (2 C.F.R. § 200.336).** Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

xii)   **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

xiii)   **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

xiv)   **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Agreement or any purchase by an authorized user.

xv)   **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. § 38 (Administrative Remedies for False Claims and

Statements) applies to the Supplier's actions pertaining to this Agreement or any purchase by a Participating Entity.

xvi) **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

xviii) **U.S. EXECUTIVE ORDER 13224.** The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

xix) **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.** To the extent applicable, Supplier certifies that during the term of this Agreement it will comply with applicable requirements of 2 C.F.R. § 200.216.

xx) **DOMESTIC PREFERENCES FOR PROCUREMENTS.** To the extent applicable, Supplier certifies that during the term of this Agreement, Supplier will comply with applicable requirements of 2 C.F.R. § 200.322.

Article 2:
Sourcewell and Supplier Obligations

The Terms in this Article 2 relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

1) **Authorized Sellers**. Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.

2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
   - Identify the applicable Sourcewell Agreement number;
   - Clearly specify the requested change;
   - Provide sufficient detail to justify the requested change;
   - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and

- Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Agreement and will be incorporated by reference.

3) **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:
   - Maintenance and management of this Agreement;
   - Timely response to all Sourcewell and Participating Entity inquiries; and
   - Participation in reviews with Sourcewell.

Sourcewell's Authorized Representative is its Chief Procurement Officer.

4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.

5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.

6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:
   - Participating Entity Name (e.g., City of Staples Highway Department);
   - Participating Entity Physical Street Address;
   - Participating Entity City;
   - Participating Entity State/Province;
   - Participating Entity Zip/Postal Code;
   - Sourcewell Participating Entity Account Number;
   - Transaction Description;
   - Transaction Purchased Price;
   - Sourcewell Administrative Fee Applied; and
   - Date Transaction was invoiced/sale was recognized as revenue by Supplier.

If collected by Supplier, the Report may include the following fields as available:

- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;

7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.

8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.

9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.

10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.

11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.

12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.

13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.

14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.

15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.

16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.

17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Agreement by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in design, condition, or performance of Included Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.

19) **Grant of License.**
   a) **During the term of this Agreement:**
      i) **Supplier Promotion.** Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.

      ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.

   b) **Limited Right of Sublicense.** The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.

   c) **Use; Quality Control.**
      i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

d) **Termination.** Upon the termination of this Agreement for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.

21) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

a) **Commercial General Liability Insurance.** Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.
   - $1,500,000 each occurrence Bodily Injury and Property Damage
   - $1,500,000 Personal and Advertising Injury
   - $2,000,000 aggregate for products liability-completed operations
   - $2,000,000 general aggregate

b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person

authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.

c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

d) **Waiver of Subrogation.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Agreement or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

Article 3:
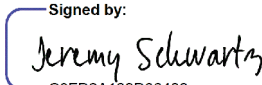**Supplier Obligations to Participating Entities**

The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.

2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.

3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.

4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcewell account number.

6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.

7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.

8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

Sourcewell	Dimonoff Inc.
Signed by:	DocuSigned by:
Jeremy Schwartz	*Jostran Lamontagne*
By: C0FD2A139D06489...	By: 223E92C64C1A49F...
Jeremy Schwartz	Jostran Lamontagne
Title: Chief Procurement Officer	Title: VP Sales & Marketing
Date: 7/23/2025 | 7:55 AM CDT	Date: 7/22/2025 | 3:45 PM EDT

RFP 041525 - Smart Infrastructure Solutions, Outdoor Sensors, and Related Products and Services

Vendor Details

Company Name:	Dimonoff
Address:	1015 Ave Wilfrid-Pelletier
	Quebec, Quebec G1W 0C4
Contact:	Jostran Lamontagne
Email:	jlamontagne@dimonoff.com
Phone:	581-309-5900
HST#:	96-1276590https://proportal.sourcewell-mn.gov/Module/Tenders/en/Vendor/Update#

Submission Details

Created On:	Tuesday February 25, 2025 16:23:23
Submitted On:	Thursday April 10, 2025 14:51:35
Submitted By:	Jostran Lamontagne
Email:	jlamontagne@dimonoff.com
Transaction #:	e4edbf2e-0792-4937-8ab7-a767d72a0992
Submitter's IP Address:	147.243.170.245

Specifications

Table 1: Proposer Identity & Authorized Representatives (Not Scored)

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Table 1 Specific Instructions. Sourcewell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, D.B.A., and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement award. Unawarded entities will not be permitted to later be added to an existing master agreement through operation of Proposer's corporate organization affiliation.

Line Item	Question	Response *	
1	Provide the legal name of the Proposer authorized to submit this Proposal.	Dimonoff Inc	*
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Yes - Dimonoff is the responsable supplier that will execute the master agreement	*
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	Dimonoff works with different distributors, lighting sales agencies however the delivery of the solution within this bid remains the responsability of Dimonoff.	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Our UEI is: TFC6KJ1PU579 NCAGE: L0ZK3	*
5	Provide your NAICS code applicable to Solutions proposed.	Naics category codes 33 33531, 335314, 335451, 334512, 334519, 335319, 335122, 33422,33429	
6	Proposer Physical Address:	1015 ave Wilfrid-Pelletier, Suite #410 Quebec city, Qc, Canada, G1W 0C4	*
7	Proposer website address (or addresses):	www.dimonoff.com www.amotus.com	*
8	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	Jostran Lamontagne, VP Sales & Marketing 1015 ave Wilfrid-Pelletier Suite#410 Quebec city, Qc ,Canada, G1W 0C4 E-mail: jlamontagne@dimonoff.com Cell:(581) 309 -5900	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Jostran Lamontagne, VP Sales & Marketing 1015 ave Wilfrid-Pelletier, Suite #410 Quebec city, Qc, Canada, G1W 0C4 E-mail: jlamontagne@dimonoff.com Cell: (581) 309-5900	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Daniel Noiseux 1015 ave Wilfrid-Pelletier, Suite #410 Quebec city, Qc, Canada, G1W 0C4 E-mail: dnoiseux@dimonoff.com Cell: (418) 558-6166	*

Table 2A: Financial Viability and Marketplace Success (50 Points, applies to Table 2A and 2B)

Line Item	Question	Response *	

11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	Dimonoff stands as a leader and innovator in public lighting control and monitoring technologies. With 18 years of R&D, the company has crafted the ultimate IoT management platform for smart cities—Dimonoff | SCMS—securing contracts for three of North America's largest wireless outdoor lighting control systems.	*
		We are eager to participate in this tender and believe we possess the necessary experience, knowledge, and product tas well as market relationships. Dimonoff provides a unique smart lighting system that supports both Mesh and Cellular nodes on the same Dimonoff SCMS software. We are confident that the Cities would greatly benefit from the flexibility and quality of such a system. Also, Dimonoff has the best technical team to deliver the best and most effective Network Lighting Management System.	
		Our expertise is well established. As a private company with over 70 employees, including more than 50 engineers, we provide research and development, product development, customer support, and software services from our North American headquarters without outsourcing to regions like India, Eastern Europe, or China. Additionally, 100% of our hardware and software are designed and produced in North America.	
		Dimonoff has successfully deployed multiple smart city projects. The largest in Montreal with 132,000 nodes supplied by three manufacturers—Dimonoff, GE Current, and Telematic Wireless—all managed by Dimonoff's SCMS software. Over the past 18 years, Dimonoff has reliably controlled over 850,000 of its products in Canada, the US, Mexico, and Australia. In terms of delivery capacity, we successfully completed the delivery and installation of our solution including our SCMS Software and 18,500 nodes in 6 months at Grand Rapids, MI. Dimonoff has collaborated with decision-makers, developers, cities, utilities, distributors, and M/WBE. Dimonoff is providing white-label streetlight solutions for some major players in the USA.	
		Dimonoff offers Dimonoff | SCMS, a cutting-edge IoT management platform, fully developed by Dimonoff's software team. Dimonoff | SCMS enables communities to elevate their asset infrastructures, remotely accessing and controlling assets, sensors, and IoT devices. Better infrastructure and service management allows cities to optimize maintenance and operations, gain deeper environmental insights, and enhance community quality of life.	
		With expertise in remote control and management of connected assets and AI-IoT devices, Dimonoff works closely with clients to ensure seamless implementation of end-to-end smart city solutions. Currently partnering with leading Automatic Metering Infrastructure (AMI) manufacturers, Dimonoff facilitates joint infrastructure deployments for water, gas, and electricity meters, as well as Demand Automation (DA), Demand Response (DR), and multiple other services. Additional agreements with sensor and actuator manufacturers, as well as supporting software developers, enable Dimonoff to offer a wide range of functional and tested smart city solutions.	
12	What are your company's expectations in the event of an award?	Dimonoff would expect to get help through marketing programs and other available services to get the solutions the right contacts and be able to get the Smart Lighting Solutions along with our indefinite IoT solutions known. We are looking to get a bigger share of the market and Sourcewell could be a good way to achieve our goal.	*
		In terms of revenues, under such contract, we project for the next 5 years, the following:	
		2025/2026: $2,500,000 2026/2027: $3,500,000 2027/2028: $4,500,000 2028/2029: $5,500,000 2029/2030: $7,500,000	
13	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	Please find attached documentation from Dimonoff for the following: Financial Statements: YTD 2022-2023-2024. Note that audits are done by Raymond Chabot Grant Thorton (RCGT) every year.	*
14	What is your US market share for the Solutions that you are proposing?	Approximately 10% to 15% Although Dimonoff has been awarded contracts for three of the six largest wireless outdoor lighting control systems in North America, and have continued to grow since then, we evaluate our market share to be approximately 10% to 15%	*
15	What is your Canadian market share for the Solutions that you are proposing?	Approximately 25%	*

16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	Dimonoff has never been in a bankruptcy proceeding and is not either currently.	*
17	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b). a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	My company is best described as b) Dimonoff is a manufacturer of smart lighting components which includes, intelligent nodes, gateways and SCMS software. We also provide software development whenever necessary. These elements will allow to provide a personnalized Smart Lighting Solution to our customers. Dimonoff has collaborated with decision-makers, developers, cities, utilities, distributors, electriciens and M/WBE throughout the deployment of many projects . Dimonoff is flexible and will adapt to the need of its clients and team. Some cities prefer to buy the hardware, software and support directly from Dimonoff. However,most cities will buy through distribution. Dimonoff is always involved in the design, and the initial set up of the software SCMS for Street lighting controls and we have a full team that is qualified and dedicated to the customers project. We follow our clients all along the process. DOO provides design, initial set-up, training and support for all projects. Across Dimonoff, we have a team of 80+ employees which includes: outside sales, inside sales, project team, and support team . We also have 20+ lighting agency partners that work in their respective markets to help create partners and sales. We also have resellers and lighting manufacturer helping us grow our business. Lighting manufacturer are OEM clients for Dimonoff especially for the decorative business. There decorative lights requires the installon of the nodes inside the fixtures. Dimonoff works with all lighting manufacturer.	*
18	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	The Dimonoff products can be used on any projects where the following certifications are required: External nodes: ANSI/UL 773,CSA 22,2 UL94 V-0 U.S.FCC(DIGI XBeePRO 2.4GHz)part 15.247:MCQ-XBPPR,ISED IC:1846A-XBPRR Internal nodes: ANSI/UL8750,CSA 22,2 Gateway:UL508A No other certifications are required	*
19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	Dimonoff has no history of current or past debardments or suspensions.	*
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	Relevant industry Awards: Dimonoff	SCMS has been recognized with Prestigious IoT Awards for Smart City Innovation and Security Excellence. We are beyond proud to announce that our all-in-one Smart City Management System – Dimonoff	SCMS has won many prestigious awards: 1- The 2024 Smart City Product of the Year Award from IoT Evolution World and The Smart City Sentinel, and the 2024 IoT Security Excellence Award from IoT Evolution World. 2- Eureka 2024 - The City of Laval -Finalist for its Intelligent Street Lighting & Dynamic signage project - A Dimonoff Solution. 3- Dimonoff received the Sustainable Smart City Net-Zero Award at the SustainAsia week 2024 in Bangkok, Thailand. 4- Finalist Award at the Mercuriades 2021 awards. 5- In 2018 Dimonoff was recognized as the Key player in the Smart City Industry Awards 2018 - Montreal won the Smart cities 50 awards with the Dimonoff solution.	*
21	What percentage of your sales are to the governmental sector in the past three years?	2022- 72% -CAD 2023- 60% -CAD 2024- 56% -CAD 2022- 15% -US 2023- 35% -US 2024- 40% -US	*
22	What percentage of your sales are to the education sector in the past three years?	2022- 3% -US 2023- 9% -US 2024- 16% -US	*

23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	Dimonoff does not have any state or cooperative purchasing agreement.	*
24	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Dimonoff does not hold any SOSA agreements	*

Table 2B: References/Testimonials

Line Item 25. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
City of Montreal, QC	Marc-Andre Lehoux,Business Development for Energere	(514) 232-0924	*
City of Mississauga, ON	Zeljko Subic, Manager Street Lighting	(905) 615-3200 x5226	*
City of Grand Rapids, MI	Bruce Sweeris, Manager	(616) 481-5343	*
City of Cedar Park, TX	Stephen Hanuscin	(512) 401-5565	
City of Laval, QC	Sadio Gaye	(450) 978-6688 X2423	

Table 3: Ability to Sell and Deliver Solutions (150 Points)

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
26	Sales force.	Our expertise is well established. As a private company with over 80 employees, including more than 50 engineers and a team of 20 employees dedicated to Sales, Design and Support. we provide research and development, product development, customer support, and software services from our North American headquarters without outsourcing to regions like India, Eastern Europe, or China. Additionally, 100% of our hardware and software are designed and produced in North America. Dimonoff has successfully deployed multiple smart city projects. The largest in Montreal with 132,000 nodes supplied by three manufacturers — Dimonoff, GE Current, and Telematic Wireless, all managed by Dimonoff's SCMS software. Over the past 18 years, Dimonoff has reliably controlled over 850,000 of its products in Canada, the US, Mexico, and Australia. In terms of delivery capacity, we successfully completed the delivery and installation of our solution including our SCMS Software and 18,500 nodes in 6 months at Grand Rapids, MI. Dimonoff has collaborated with decision-makers, developers, cities, utilities, distributors, and M/WBE. Dimonoff is providing white-label streetlight solutions for some major players in the USA. Dimonoff deploys an hybrid go-to-market sales strategy. First we have a strong outside sales force with inside sales that is hight qualified. We have a lighting representative network of 20+ agencies throughout the USA that we are still growing. Dimonoff has built many strong relationships with established distributor and re-seller partners in both Canada and USA. Some of these partners are Siemens, Johnson's Controls, Honeywell and Energere. If Dimonoff is accepted by Sourcewell,on this bid, we will work together to inform the different segments of customers on the benefits of an Intelligent Lighting Control System wheater it be for the savings in energy, maintenance and reduction of CO2 within their respective fields of application. Dimonoff has a project team that is dedicated to work with all types of clients and have proven to be able to do a great job with all size projects. We have dealth with with project that range from a few nodes to project that are highly visible such as t Here is an example on how Dimonoff can service clients. Dimonoff recently deployed a project of 18 000 nodes for the city of Grand Rapids, Mi, in 6 months. Many other lighting manufacturer who install our nodes into their lighting fixtures.And many other projects as white label OEM for American Fixture manufacturers. Through these partnerships, Dimonoff manages over 850,000 lights in the USA.	*

27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	Our distribution network is well spread across Canada and USA. Our Sales representative with 20+ lighting agency is continously growing and work with us to bring opportunities and connections with different partners. Both the sales representative and the distributor work in parallel to get the opportunities within their specific markets. We have partnered in many occasions with Johnson Controls, Honeywell and Siemens to get projects together as well.	*
28	Service force.	Qualifications of Project Team Dimonoff has a full team dedicated to the design and implementation of the Street Lighting Solutions. Some of the key players are presented below: Daniel Noiseux, P.Eng. M.SC, MBA, - Project Director, Dimonoff Daniel holds a bachelor's degree in mechanical engineering, a master's degree in industrial engineering and an MBA in business management from Laval University. He has successfully managed 2 of the 5 largest public lighting control projects in North America (Mississauga and Montreal) and has been involved in lighting control for over 16 years. Estelle Dion, P.Eng., Project Engineer, Dimonoff Estelle holds a bachelor's degree in chemical engineering from Laval University. She will act as project manager on this project and will be in continuous communication with the City to guarantee the success of this pilot project. With 6 years of experience at Dimonoff, she has managed several successful projects with the implementation of smart technologies such as Grand Rapids, Cambridge, Columbus, Montreal, Laval, etc. Ana Laura Gonzales Rio, P.Eng., M.Sc. Deputy Project Engineer, Dimonoff Ana Laura holds a bachelor's degree in electronic and computer engineering. She also holds a master's degree in applied sciences, machine learning for the detection of anomalies and intrusions in communication networks. She has been working on the deployment of streetlight control since 2015. She will serve as deputy project manager on this project and will be in continuous communication with the city to ensure the success of this pilot. The Dimonoff Team includes 50 software and hardware engineers located in North America that are continuously developing and improving our streetlighting solutions. Also, Dimonoff has 5 full-time employees at our Customer Support to answer your questions and help you optimize the way you use our SCMS Software.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	The ordering process will differ from time to time depending who brings the opportunity to Dimonoff. There is 3 different situations a) The opportunity is brought directly via the DOO sales force (order can be entered directly with Dimonoff or through distribution.) b) The opportunity is brought through the Lighting agent network-order is sent to Dimonoff directly or through distribution. c) The opportunity is brought through an industry partner/re-seller In most cases, the ordering process will go through distribution who works closely with Dimonoff and the lighting manufacturer representative. Distributeur and Lighting manufacturer representative are both intermediates and help Dimonoff to establish the needs of the clients with the professionals chosen by the end users. The specific role of the Lighting manufacturer's representative is to promote and sell the Dimonoff solutions in their respective territories. The distributors however, will be responsible to facilitate the financial aspect of a project by having already established credit line and so making the order entry and billings process much easier. Dimonoff is always responsible with any of the parties to clarify the clients need, help design the system if needed and implement the system in collaboration with the end user or professionals. The role of the re-seller is to bring projects to Dimonoff that requires a full turnkey solution. In this case, the reseller will come to Dimonoff for pricing and will propose a solution that will include Dimonoff products as well as anything else needed in the project. The Sourcewell clients could decide to buy the products directly through Dimonoff and enter an agreement only for the commissioning and other items.	*

| 30 | Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises. | The Dimonoff Team includes 50 software and hardware engineers located in North America that are continuously developing and improving our streetlighting solutions. Also, Dimonoff has 5 full-time employees at our Customer Support to answer your questions and help you optimize the way you use our SCMS Software annual maintenance plan. Each customer is assigned a specific agent for the customer service & support.

Dimonoff normally provide remote support including:
•   Single phone number with cascade on cellular phones for emergency
•   Dedicated email address to support staff and bug tracking and resolution software (Zoho Desk, JIRA)
•   Live chat available using popular software
•   FAQ for self help
•   Typical response time: within minutes during business hours

Local in-person support can be provided on request (extra cost).

Response time
•   Critical System Failure: immediately
•   Severity 1: Two (2) working day after the problem has been reported.
•   Severity 2: Five (5) working days after the problem has been reported.

Helpdesk
•   Dimonoff makes available, during Business Hours, from 07:30 am to 18:00 pm (EST) a telephone and email helpdesk facility for the purposes of:
•   assisting the Customer with the proper use of the Software.
•   determining the causes of errors in the Software; and/or
•   fixing errors in the Software.

Request for Service
•   Request for Service shall be communicated in writing and addressed through Zoho desk which facilitates direct support to Dimonoff | SCMS users through a new Support Desk powered by ZohoDesk.
This Support Desk is a portal that enables you to create, modify or delete support tickets regarding Dimonoff | SCMS as well as learn and share from a common Knowledge base. The goal of this platform is to decrease response times and increase the quality of our service.   quality of our service.
Each user can create an account through a ZohoDesk account.
please visit the following webpage:
https://dimonoff.zohodesk.com/portal/en/signup.

Dimonoff offers different support plans that can be purchased once the initial implementation of the project is completed.

Dimonoff strongly recommends that each client develops its own internal procedures and design one champion to learn how to manage and use the platform, train new users, and be the single interface with Dimonoff's customer service. A field supports person is also recommended that is trained to diagnose field issue, preventing unnecessary interventions. | * |
| 31 | Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States. | Dimonoff has successfully deployed multiple smart city projects. The largest in Montreal with 132,000 nodes supplied by three manufacturers—Dimonoff, GE Current, and Telematic Wireless—all managed by Dimonoff's SCMS software. Over the past 18 years, Dimonoff has reliably controlled over 850,000 of its products in Canada, the US, Mexico, and Australia. In terms of delivery capacity, we successfully completed the delivery and installation of our solution including our SCMS Software and 18,500 nodes in 6 months at Grand Rapids, MI. Dimonoff has collaborated with decision-makers, developers, cities, utilities, distributors, and M/WBE. Dimonoff is providing white-label streetlight solutions for some major players in the USA. has shown over the years the ability and willingness to serve the US market. We are alreay in numerous cities, schools, college and universities.
Some example of cities where our system is already deployed:
Grand Rapids, Mi
 Columbus,OH
 Springfield, OR,
Cambridge, MA,
Cedar Park, TX, | * |

32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Dimonoff has its headquarters in Quebec City, QC, Canada. Dimonoff has successfully deployed multiple smart city projects in Canda already. The largest in Montreal with 132,000 nodes supplied by three manufacturers—Dimonoff, GE Current, and Telematic Wireless—all managed by Dimonoff's SCMS software. Other major projects such as City of Laval, City of Mississauga, City of Peterborough and the FQM project with 270 000 nodes have been deployed with DOO solution. Dimonoff deployed the first smart city project in Canada namely, The City of Mississauga.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	Dimonoff can service all Canada and US territories	*
34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	All participants will have access to our solution.	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Dimonoff has no specific restrictions for Hawaii and Alaska.	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Dimonoff would need to have more information on what are the non-profit entities. Dimonoff might extend the agreement if it is beneficial for both parties.	*

Bid Number: RFP 041525   Vendor Name: Dimonoff

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *	
37	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Dimonoff plan to publish a north american press release, following the notice of award. We will advertise this Sourcewell partnership in future channel partner newsletters, on our website editorial section, within our social media accounts (LinkedIn, X, Facebook, Instagram), and on our sales representatives's email signatures. We will maximize the reach of our marketing efforts for this contract through our blog, social media, tradeshow flyers, and word of mouth. Our direct sales team will highlight the Sourcewell partnership in all upcoming meetings, while our marketing team will utilize our CRM database to inform both prospective and existing clients about this collaboration, designed to foster growth and scalability. [Upload package with set of Marketing Collaterals]	*
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	For all Dimonoff inbound marketing efforts, we utilize key digital marketing tools to enhance our overall effectiveness: Wordpress + Elementor: Corporate website for solutions and products details, along with value-added content such as case studies, business cases, whitepaper, videos, blog articles and press releases. Google Analytics: Website traffic measurement, reporting and optimization Google Ads + Google Tag Manager: PPC paid campaigns to drive traffic for specific keywords/geolocalization Yoast: To optimize and automate SEO for better organic rankingsZoho campaigns: to help with our email marketing efforts and facilitate every stage of our email nurturing campaigns Zoho Social: To manage our brands on social media (Linkedin, X, Facebook, Instagram) by scheduling and monitoring activity Zoho CRM and Zoho Marketing: To funnel our lead generation, build an efficient workflow and increase our conversion rate To enhance marketing effectiveness, this set of tools, along with appropriate tracking links help us get a sense of which sections of our website attract the most attention. We can analyze the percentage of visitors where the Sourcewell contract information is displayed and assess their engagement. Based on these insights, we can A/B test different placements and make adjustments to optimize visibility and interaction, applying the Build, Test & Learn methodology.	*
39	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	Dimonoff anticipates that once the RFP process is completed, Sourcewell will announce the newly established partnership to its broad network of members. Dimonoff aims to meet with Sourcewell as needed to discuss collaborative outreach strategies, whether by co-hosting a webinar or simply providing logo files for our marketing materials. We aim to establish a strategic partnership with Sourcewell, empowering its members to increase the sustainability of their lighting infrastructure, by enabling efficient, remote and wireless management to meet the challenges of today's urban environments. Following the award, Dimonoff will train our Sales team and distribution network on the benefits of Sourcewell. Sourcewell will serve as the primary sales tool for our team, helping us drive toward the sales targets. Our sales representatives will prioritize the Sourcewell contract in their approach. We will collaborate to develop co-branded marketing materials for direct sales, tradeshows, and the Dimonoff website.	*
40	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Dimonoff does not have an e-procurement ordering process for the moment,.	*

Table 5A: Value-Added Attributes (100 Points, applies to Table 5A and 5B)

Line Item	Question	Response *	

41	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Dimonoff has a dedicated team asssigned to product onboarding , training and ongoing maintenance. Dimonoff provides training documentation (PowerPoint), and a user guide is available on the platform for new users. Additional web-based training sessions can be offered for new users (extra cost, fixed hourly rate). We normally include in our quotations 20 hours of training and 40 hours of support. During those training sessions, a dedicated employee will go through the complete SCMS Software,how to create budiness, units ,how to create groups, scenarios ,establish schedules, reports etc... Once this training is completed, each client should be able to commission their own system. The 8 hours support is there to help our client to commission /personalize their own system and also provide training on the Mobile App required to install the intelligent nodes. One training session per year on new versions, upgrades, etc. is included in the software annual maintenance plan. Dimonoff strongly recommends the City to develop its own internal procedures and design one champion to learn how to manage and use the platform, train new users, and be the single interface with Dimonoff's customer service. A field supports person is also recommended that is trained to diagnose field issue, preventing unnecessary interventions.	*
42	Describe any technological advances that your proposed solution(s) offer.	Dimonoff stands as a leader and innovator in public lighting control and monitoring technologies. With 18 years of R&D, the company has crafted the ultimate IoT management platform for smart cities—Dimonoff	SCMS—securing contracts for three of North America's largest wireless outdoor lighting control systems Dimonoff provides a unique smart lighting system that supports both Mesh and Cellular nodes on the same Dimonoff SCMS software. We are confident that the Clients would greatly benefit from the flexibility and quality of such a system. Also, Dimonoff has the best technical team to deliver the best and most effective Network Lighting Solution. The technological advancement that is unique to Dimonoff is that investments and advancements made on a regular basis on the software side of the business. Having a team of 50+ engineers, allow Dimonoff to provide research and development, product development, customer support, and software services from our North American headquarters without outsourcing to regions like India, Eastern Europe, or China. Additionally, 100% of our hardware and software are designed and produced in North America. All of our hardware is powered be our back-end cloud based platform. This technology allows our customers to connect remotely every product we manufacture and integrate, access and adjust settings from anywhere, at any time. With the ability to connect and control products from any internet connected device, the cloud's capabilities brings a whole new intelligent lighting control possibility. Dimonoff: Key differentiators • Has executed 3 of the six largest outdoor lighting control installations in the world AND has been selected to deploy its solution to the largest outdoor lighting mesh control installations in the USA. • The only company that can manage, monitor, and control lighting control hardware (nodes) from other lighting control vendors. This helps address the issue of a customer being "locked in" to a single vendor's hardware for the life of the project. • Nodes operate from 90V to 520V + 0-10V and DALI, all in a single SKU. • OTA (Over-the-air) updates are protected via an automatic restore point so that controllers cannot become "bricked" in field. • All Dimonoff nodes include an accelerometer-based tilt sensor and "last gasp" capabilities for accurate reporting. • DOO's SCMS software can manage and monitor multiple IoT sensors (parking, noise, water level, temperature, etc.) and camera inputs (real time feeds, image analysis for LPR, etc.) on a single unified UI/UX. • All Dimonoff hardware AND software is 100% designed, developed, manufactured and supported in North America. • Dimonoff offers both on premises and a SaaS cloud subscription solution. • Dimonoff is the leader and the most established and experienced company in the outdoor lighting control space, with a total of approximately 23 Billion node operating hours. • Dimonoff node's power metering reaches an accuracy greater than 0.5%. • Dimonoff uses a highly secure and reliable mesh network originally developed for DARPA. • Dimonoff is the only company that offers Mesh and cellular nodes.	*
43	If applicable, describe how your solution(s) leverage artificial intelligence (AI) to enhance the functionality and efficiency of smart infrastructure.	Dimonoff is in studying the impact of AI and how it could be used. in futur solutions.	*
44	Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	Dimonoff does have green initiatives. a) Dimonoff packaging is fully recyclable. b) Dimonoff recycles aluminum parts. b) Dimonoff recycles electronics parts. We do not however have certificates.	*

45	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Dimonoff has not received any third party eco-lab ratings or certifications.	*
46	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Dimonoff: Key differentiators - Has executed 3 of the six largest outdoor lighting control installations in the world AND has been selected to deploy its solution to the largest outdoor lighting mesh control installations in the USA. - The only company that can manage, monitor, and control lighting control hardware (nodes) from other lighting control vendors. This helps address the issue of a customer being "locked in" to a single vendor's hardware for the life of the project. - Nodes operate from 90V to 520V + 0-10V and DALI, all in a single SKU. - OTA (Over-the-air) updates are protected via an automatic restore point so that controllers cannot become "bricked" in field. - All Dimonoff nodes include an accelerometer-based tilt sensor and "last gasp" capabilities for accurate reporting. - DIMONOFF's SCMS software can manage and monitor multiple IoT sensors (parking, noise, water level, temperature, etc.) and camera inputs (real time feeds, image analysis for LPR, etc.) on a single unified UI/UX. - All Dimonoff hardware AND software is 100% designed, developed, manufactured and supported in North America. - Dimonoff offers both on premises and a SaaS cloud subscription solution. - Dimonoff is the leader and the most established and experienced company in the outdoor lighting control space, with a total of approximately 23 Billion node operating hours. - Dimonoff node's power metering reaches an accuracy greater than 0.5%. - Dimonoff uses a highly secure and reliable mesh network originally developed for DARPA. - Dimonoff is the only company that offers Mesh and cellular nodes. WHY DIMONOFF? • Over 18 years of control experience. • Successfully deployed in cities with over 100,000 streetlights. • Manage over 850,000 Street lights in North America. • Support: located in North America. • Up to 1,000 nodes connected per gateway. • Less than 0,1% in field failure due to manufacturing issues.	*

Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment	
47	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or re-sellers if available. Select all that apply.		○ Yes ◉ No	Dimonoff is not a WMBE,SBE or a veteran owned bisiness. Dimonoff is however capable of work with industry partners who have the certifications.	*
48		Minority Business Enterprise (MBE)	○ Yes ◉ No	Dimonoff is not a MBE Dimonoff is however to capable of working with industry partners who have the certification.	*
49		Women Business Enterprise (WBE)	○ Yes ◉ No	Dimonoff is not a WBE Dimonoff is however to capable of working with industry partners who have the certification.	*
50		Disabled-Owned Business Enterprise (DOBE)	○ Yes ◉ No	Dimonoff is not a DOBE Dimonoff is however to capable of working with industry partners who have the certification.	*
51		Veteran-Owned Business Enterprise (VBE)	○ Yes ◉ No	Dimonoff is not a VBE Dimonoff is however to capable of working with industry partners who have the certification.	*
52		Service-Disabled Veteran-Owned Business (SDVOB)	○ Yes ◉ No	Dimonoff is not a SDVOB Dimonoff is however to capable of working with industry partners who have the certification.	*
53		Small Business Enterprise (SBE)	○ Yes ◉ No	Dimonoff is not a SBE Dimonoff is however to capable of working with industry partners who have the certification.	*
54		Small Disadvantaged Business (SDB)	○ Yes ◉ No	Dimonoff is not a SDB Dimonoff is however to capable of working with industry partners who have the certification.	*
55		Women-Owned Small Business (WOSB)	○ Yes ◉ No	Dimonoff is not a WOSB Dimonoff is however to capable of working with industry partners who have the certification.	*

Table 6A: Pricing (400 Points, applies to Table 6A and 6B)

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *	
56	Describe your payment terms and accepted payment methods.	Dimonoff payment terms are Net 30 days for all accounts with approved credit. COD if no credit is granted. Accepted method of payment: Preferred is ACH (electronic fund transfer) but could be by check and for small amount by credit cards.	*
57	Describe any leasing or financing options available for use by educational or governmental entities.	Dimonoff has no leasing option but could be open to negotiate that option for large projects.	*
58	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	Dimonoff accepts standard purchase order from customers. Prior to placing an order we would require the customer to fill out a business application customer form /credit application and identify the Sourcewell number. all of which will be entered in Our CRM for order entry & project follow-up.	*
59	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Dimonoff does not accept any P-card procurement for the time being.	*

60	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Dimonoff Products will be listed by items with a product code and brief description. There is a column showing our standard List Price and another column showing the Sourcewell discounted price. There are 3 main components that are required as a standard to make up a Smart Lighting Solution. A) Nodes, B) Gateway, C) SCMS /software. Considering the technical aspect of a lighting system, Dimonoff recommands that the clients contact our sales team to discuss their project, issue an official quote according to project size. Dimonoff can be reached at: Sales@dimonoff.com	*
61	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	The Sourcewell discount is approximately 15% of the List price.	*
62	Describe any quantity or volume discounts or rebate programs that you offer.	Dimonoff does not have a specific quantity/discount program in place. We work with each customer, on a case by case to establish the best possible price for the project.	*
63	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "non-contracted items". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Dimonoff will have all products listed on the Sourcewell contract so there will not be any open market items. The only open market items would be for replacement for out of warranty componentry.	*
64	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	The following cost are not included in the total cost of acquisition . 1- Installation for the gateways, nodes and any material supplied through the Sourcewell contract. 2- External professionals hired by the client to design and propose the integration of the Dimonoff system. 3- Training & support are provided with an extra cost (hourly rate per price list.)	*
65	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Shipping costs, custom taxe and duties, or special government tarifs are not included in the price list. Delivery terms are FCA warehouse Quebec, which means we will organize transport but you need to provide us with your UPS or FedEx account number to pay for shipping and customs taxes and duties.	*
66	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Delivery terms are FCA warehouse Quebec, which means we will organize transport but you need to provide us with your UPS or FedEx account number to pay for shipping and customs taxes and duties. For Canada, freight terms are Collect and must supply a carrier account. No special term for Alaska & Hawaii	*
67	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Dimonoff has no unique distribution and or delivery methods or options.	*
68	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	Dimonoff will use the CRM as the main tool to self audit and verify compliance. We will create specific price list using Sourcewell contract number to ensure all entities obtain proper pricing and each quote is labelled accordingly. We will be using the same CRM to pull reports of activity for quarterly reports to measure both success and accurate remittance of the administration fees to Sourcewell.	*
69	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	Dimonoff will track activities through the CRM. 1- The activity should grow quarters by quarters. 2- New members are brought into contact with Dimonoff sales team 3- Increase in the request of technical data through our web site 4- # of opportunities created through this contract 5- Revenue target established per point #10. 6- Repeat customer	*
70	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The propose an Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	Dimonoff is proposing a quarterly 1% administrative fee	*

Table 6B: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments	
71	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	The pricing offered to Sourcewell members is a List Price less 15% discount approximatively to Sourcewell members.	*

Table 7A: Depth and Breadth of Offered Solutions (200 Points, applies to Tables 7A through 7E)

Line Item	Question	Response *	
72	Provide a detailed description of all the solutions offered, including used solutions if applicable, offered in the proposal.	a) DIMONOFF	SCMS - The IoT Management Platform-SCMS DATA SHEET Dimonoff	SCMS is an advanced IoT platform for managing assets and energy tailored to cities, utilities, and buildings. It allows for the integration of products and systems from various vendors into one interface. Dimonoff's platform is unique in its capability to unify controllers from multiple manufacturers, as evidenced by the integration of 135,000 nodes in Montreal, split among GE Current, Telematics Wireless, and Dimonoff.

Dimonoff | SCMS integrates products from leading brands such as:
•   Dimonoff Lighting Control System
•   Honeywell EnergyAxis® (Netsense)
•   GE Current (LightgridTM)
•   Telematics Wireless™ (T-Light)
•   0-10 V and UART sensors connected to Dimonoff Smart Wireless Lighting Nodes
•   Sensors using an already existing communication infrastructure (example: MQTT)

Dimonoff | SCMS enables effective management of large numbers of IoT devices, given its ability to:
•   Connect to an unlimited number of IoT sensors, actuators and other devices (end users don't need programming skills to make these connections).
•   Connect (using an open API) to other applications, like citizen-facing interfaces, to improve the quality of data received.
•   Provide security covering both data and the networks. With a solution you can rely on, Dimonoff | SCMS leverages the Internet of Things (IoT), laying the foundation of a scalable communication network architecture, enabling gradual integration of additional smart sensors and services for the benefit of citizens and customers.

Dimonoff | SCMS allows to present information into different business units that could represent a city, municipality, a suburb or a group of buildings. Organizations can have unlimited numbers of business units and managers may administer one or more business units.

Key features
•   Agnostic platform (compatible with communication networks from other providers).
•   Open API (available to your developers & integrators)
•   The most advanced IoT management platform available on the market, developed entirely by Dimonoff software team in North America.
o   Not sub-contracted means that the same team of experts & developers keep supporting & improving the software platform, to ensure business continuity.
•   Secure web-based software that enables remote configuration, monitoring, control, and reporting.
•   Modeling & Management of any type of municipal asset (e.g. of non-connected assets: poles, transformers, park benches, transit shelters, fire hydrants), and connected devices.
•   Can be accessed simultaneously by users, with different levels of access/security privileges.
•   Built-in Maintenance management software module.
•   Latency under one-two second.
•   The latest data at your fingertips: real-time displays of power and energy consumption with standard revenue grade metering capability accurate within +/-0.5% for the full range of load.
•   Extensive reporting capabilities: Export data to standard formats (PDF, XSLX, XLS, CSV, etc.). Enable automated report generation and distribution.
•   Map-based GUI enables display, configuration, control, and monitoring of all devices in real time, plus complete scheduling management and prompt alerts as soon as anomalies are detected.
A key differentiator of the Dimonoff system is the ability to create new experiences | |

for citizens, businesses, and communities.
Leveraging the communications network deployed through the smart lighting infrastructure or with separate network, cities or utilities can connect any type of sensors or IoT devices from Dimonoff or other manufacturers and start new IoT journeys for other infrastructures (roads, environment, energy, etc.) and services (tourism, health, education and training, security, etc.).

Dimonoff | SCMS is hosted on a cloud provider virtual machine managed by Dimonoff. With OVH Cloud, data centers are located all over the world, so you can keep data in a specific geographic location. OVH Cloud meets a broad set of international and industry-specific compliance standards, including ISO 27001 PCI-DSS Level 1 SOC 1 and SOC 2. For more information: https://us.ovhcloud.com/overview/certification

For more detailed information:
https://www.dimonoff.com/products/iot-platforms/scms/

SCMS-SAAS-1Y:
Recurring annual hosting on an OVH cloud server, updates, maintenance and license fees

More details about the SCMS platform is given at page 25 of this document.
b)   Gateways

Part of the Dimonoff wireless lighting control technology suite, the third-generation Gateway G3+ enables communications between the Smart Wireless Lighting Nodes and Dimonoff | SCMS server. Each gateway autonomously manages a group of nodes, removing any dependency on a central server for normal operation and making the system redundant and robust.
Key features

•   Autonomous management of nodes and data collection
•   Ensures continuous operations, even if Cellular or Ethernet link is lost between gateway and Dimonoff | SCMS server.
•   Advanced scheduling
•   Wireless communication protocol for lighting control system: DigiMesh®
•   OTA upgrading of communication and security protocols X.509 Certificates
•   BACnet/IP compatible

For more detailed information:
https://www.dimonoff.com/products/iot-gateways/

CAB-GTW-G3-2.4G-CM-HEAT:
Gateway G3+ with DIGI XBee PRO 2.4GHz meshed radio, 120-240Vac, LAN (Ethernet) and cellular communication and 3-year warranty.
CEL-PLAN-GTW: Data plan for the gateway's cellular modem including a SIM card with a public APN. You could use the city`s own SIM card if you desire.
c)   Smart wireless lighting nodes

The external node "RME" is made for LED fixtures, but it is also compatible with other technologies, including HPS (high-pressure-sodium), MH (metal-halide) and MV (mercury vapor). The same module works with voltages ranging from 110 to 480 Vac and 50/60 Hz. The 7-pin photocell/node/controller with receptacle (ANSI C136.41) supports optional digital and analog sensors (e.g. motion-based lighting controls, adaptive lighting or advanced lighting controls) through pins 6 and 7. It is also compatible with ANSI C136.41 5-pin and ANSI C136.10 3-pin standard receptacles with no light level control.

Key features
•   Wide range of radio options, including Digi XBee PRO 2.4 GHz or Cellular LTE-M
•   Recommended wireless communication protocol for lighting control system: DigiMesh®
•   Compatible with ANSI C136.41 7-pin receptacle and on NEW Zhaga Book 18
•   Wireless smart node with a universal power supply (90-525 Vac, 50/60Hz)
•   Allows adaptive lighting, scheduling functions, auto-calibration, and very precise revenue-grade metering
•   Integrated photocell
•   Tilt sensor
•   Instantaneous alarms including last gasp
•   Unique firmware that adapts to future evolution of radio technologies
•   Maximum load amperage: 7A at 120-240 Vac (5A at 277-347 Vac and 2A at 480 Vac)
•   Scalable one-module lighting control system: individual, groups, zones
•   Allows control of other sensors and connected devices
•   Dimonoff | SCMS mobile scanning app enables quick, simple, and economical

commissioning. Instant functional test and geolocation (optional GPS)
- Less than 1-watt node consumption
- Dimming output 0-10 V sink/source & DALI with or without power

RME-XBP
External node with DIGI XBee PRO 2.4GHz meshed radio, 110-480Vac, 0-10V driver, compatible with 7-pin receptacle (C136.41)
or
RME-XBP-DALI:External node with DIGI XBee PRO 2.4GHz meshed radio, 110-480Vac, DALI dimming driver, compatible with 7-pin receptacle (C136.41)

xternal node with DIGI XBee PRO 2.4GHz meshed radio, 110-480Vac, 0-10V driver, compatible with 7-pin receptacle (C136.41)
or
RME-XBP-D4i:

*

RME-Cell:
External cellular node, LTE-M, 110-480Vac, 0-10V driver, compatible with 7-pin receptacle (C136.41). SIM card and activation not included.

External node with DIGI XBee PRO 2.4GHz meshed radio, 110-480Vac, DALI dimming driver, compatible with 7-pin receptacle (C136.41)

RME-Cell:
External cellular node, LTE-M, 110-480Vac, 0-10V driver, compatible with 7-pin receptacle (C136.41). SIM card and activation not included.

CENTRAL MANAGEMENT SYSTEM FEATURES

Map-based GUI enables display, configuration, control, and monitoring of all devices in real time, plus complete scheduling management and prompt alerts as soon as anomalies are detected.

Dimonoff | SCMS provides several methods to view and work with the status of each zone in your system.

The Dimonoff | SCMS dashboard shows system information panels briefly. In case of network issues, the panel lists any gateways that might not presently be fully functional and that must be checked for issues. (e.g. connection to the system). The panel also shows the number of connected devices with which Dimonoff | SCMS has lost communication (that are not responding) versus those with which Dimonoff | SCMS is able to communicate. Panels on the main dashboard are configurable according to user needs.Conditional filters enable users to distinguish nodes meeting certain conditions on the map by changing the color of the icons that represent them (example: blue icons mean that Dimonoff | SCMS has lost communication with them). Conditional filters are configurable according to user needs.On the main dashboard, a search field allows users to filter devices by serial number, label, streetlight identifier or any dynamic parameter. Once selected from the Search result list, the map will center directly onto the selected device. The user can also choose between different filters (functional layers) to view specific icons on the map. Functional layers are a grouping of devices that perform similar roles, and they are configurable according to the user's needs. Users can add as many functional layers as they need. Users have access to the last time Dimonoff | SCMS received information from the device (Last Comm. Date)
User can draw a shape on the map using a lasso tool to enclose devices that you want to run an action on. User can also choose between different filters to view specific icons on the map.Remote Monitoring
Dimonoff|SCMS provides the ability to record and transmit operational data of individual luminaires including Luminaire status (ON/OFF/Alarm), Input Voltage (V), Current drawn (A), Power consumed (W), Cumulative Energy consumed (kWh-kVAh), Power factor, Lamp burn time (h) and Luminaire's set dimming level.Energy Measurement and Recording

The Dimonoff|SCMS has the capability to record, store and extract energy consumption data. Each node measures and records energy consumption. Data is synchronized and stored to allow historical reports and export for more advanced analysis (PDF, CSV and Excel file format).

You can run energy log reports manually and you can also schedule them to run at set intervals.Alarm logs

Different anomaly alerts can be visible directly on the map. Users can also configure Dimonoff | SCMS to alert staff should certain conditions occur in a specific business unit. Alerts arrive in emails sent every hour by Dimonoff | SCMS. Supported alerts

include overload, overvoltage, undervoltage, power factor, fault when on, fault when off, last gasp, restore power on, lost module, tilt angle.

Dimonoff system already includes a last gasp alarm. It indicates that the node lost power abruptly. The node will send an alarm message if it has lost power due to a power failure resulting, for example, from the operation of a switch. An alarm of wire or cable problems will need to be created.

Dimonoff | SCMS records all anomaly alerts in a log and users can review those alarms as a whole or by filtering for specific criteria.

Dimonoff | SCMS records all anomaly alerts in a log and users can review those alarms as a whole or by filtering for specific criteria. Supported alerts include overload, overvoltage, undervoltage, power factor, fault when on, fault when off, last gasp, restore power on, lost module, tilt angle, CPU temperature, 0-10V alarm.
User defined query
Users can also build their own reports, otherwise known as user-defined queries. They can export the results in a csv file and / or share a query with other Dimonoff | SCMS users.

Inventory reports

The Inventory tab in the Reports menu lets users know their product inventory. It is possible to search based on business units, a configurable list of settings and set-up date ranges. A PDF of the inventory content can be created.

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Inventory reports

The Inventory tab in the Reports menu lets users know their product inventory. It is possible to search based on business units, a configurable list of settings and set-up date ranges. A PDF of the inventory content can be created.
User logs

Users can view a log for all activity in a business unit. In other words, Dimonoff | SCMS maintains an activity log that details every action taken in each business unit including logins, create/read/update/delete operations, etc.
User logs can be exported in a csv file.
  Security / Users

Each user must enter a unique username and password to access the platform. The platform can be accessed simultaneously by users, with different levels of access/security privileges depending on their assigned role. A role is a set of access privileges required by users to do a specific job within Dimonoff | SCMS.

Dimonoff | SCMS has many features, and few users need access to all of them. To simplify their dashboards and to enhance the system's security, users gain access only to the features they need to use. This happens when an administrator assigns roles to themUser security profile includes login name, full name, password, email and cellphone.

A role must be assigned to each user, a role being a set of access privileges required by users to do a specific job within Dimonoff | SCMS.

One or multiple business units must be assigned to each user. Dimonoff | SCMS is divided into different business units that could represent a city, municipality, a suburb, or a group of buildings. Organizations can have unlimited numbers of business units and managers may administer one or more business units.
A security profile is defined by the combination of role configuration and user profile. Only an administrator should be able to modify, delete or create a new user.

Dimonoff has integrated Microsoft Active Directory to add more security in the login.

Schedules and groups

A group is a cluster of devices. These devices are grouped together so scenarios and schedules can be run against them.
Calendar-based scheduler, including special day events mechanism, enables automation of various commands using programs. These commands run at pre-set days and times against a node, a group of nodes or a group of nodes in a scenario.
Calendar-based scheduler, including special day events mechanism, enables automation of various commands using programs. These commands run at pre-set

		days and times against a node, a group of nodes or a group of nodes in a scenario.	
		Maintenance Module	
		Tickets The Maintenance Management interface is different from the Dimonoff | SCMS interface. It is an optional module that is sold separately. By clicking on "Maintenance", you then open a new Web Page. The Dimonoff | SCMS interface allows the management of tickets that were previously created in the system, as well as the creation of new ones.	
		Tickets are received in the system as in a mailbox. The "Tickets Management" interface allows you to act on tickets and manage their life cycle with dates, associations to work teams and other features discussed in this document.	
73	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Dimonoff offer Smart Lighting solutions and has a wide product offering. Condidering the type of business we are in, we sometimes need to provide software R&D services to integrate different API or specific project requirement. For example, a customer wanting Dimonoff to integrate the reading of their solar panels, the solar battery and the Led"s into our SCMS software. In such a case, a separate offer would be proposed to the clients on an hourly rate.	*
74	Describe how your solutions ensure data privacy, security, and compliance.	Built for DARPA (Defense Advanced Research Projects Agency) standards, with specific channel and encryption. (128-bit AES) Bidirectional communication 24/7 OTA (over-the-air) data retrieval and firmware upgrades Each node of the network is a router, eliminating a single-point-of-failure that may incur with other networks Dimonoff firmware – updated through DevOps	*
75	Describe how your solutions ensure interoperability with existing systems and future upgrades.	Dimonoff includes one maintenance per year as a standard to all clients (included in their licence and maintenance fees). Dimonoff can integrate solutions by others as long as there is open API. Integration of other systems may require custom solutions .	*

Table 7B: Outdoor Sensors or Advanced Sensor-Integrated Luminaires

Using the comments text box, answer the questions below if your proposal is offering **Outdoor Sensors or Advanced Sensor-Integrated Luminaires**.

☐ We will not be submitting for Table 7B: Outdoor Sensors or Advanced Sensor-Integrated Luminaires

Line Item	Category or Type	Comments *	

| 76 | Describe what communication protocols (e.g., API, DALI) are supported by your solution(s) to ensure compatibility with different systems. | Dimonoff \| SCMS provides the means to perform tasks that are essential to managing large numbers of IoT devices, including:
• connection to an unlimited number of IoT sensors, actuators, and other devices (end users don't need programming skills to make these connections);
• connection (using an open API) to other applications, like citizen-facing interfaces, to improve the quality and usefulness of collected data;
• management of security to keep both the client's data and network safe.

With a solution you can rely on, Dimonoff \| SCMS is leveraging the Internet of Things (IoT), laying the foundation of a scalable communication network architecture, enabling gradual integration of additional smart sensors and services, for the benefit of citizens. Dimonoff offers different intelligent nodes which are crucial to sensor integration.
The RTM node is an Internal wireless control that monitors and meters architectural or decorative lights.
The RTM has a digital and analog inputs and outputs which enable the integration of different sensors.
The RTM can be combined with the DMX control to manage color change in decorative fixtures.

The RME, is an external node and needs to be connected to a 7-pin receptacle (ANSI C136.41).
The RME allows control of 3rd party nodes, IoT sensors, and IoT devices. Dimming output 0-10 V sink/source & DALI with or without powerDimming output 0-10 V sink/source & DALI with or without powerDimming output 0-10 V sink/source & DALI with or without power.
The RME can be manufactured to be connected to a DALI 2 D4i driver under request.
The gateway G3+ enables secure and instantaneous communications between Smart Lighting Nodes and Dimonoff-SCMS. It supports many communication protocols : DigiMesh®, LoRa, LoRaWan, Ethernet, Fiber-Optic, NBIoT and Cellular.
Other nodes such as D4i and our LNLV are also available.
The LNLV is Ideal for control & monitoring of battery or solar powered lights, digitals panels, and distributed sensors for data collection. The module offers wireless control and monitoring, plus digital and analog inputs and outputs. Powered by low voltage - 12 to 24 Vdc.
RS232/485 serial communication is available. | * |

| 77 | Describe what transmission methods (e.g., wired, wireless) the sensors use, and how they ensure reliable communication. | Dimonoff feels that for an optimal communication between the gateways and the Smart Wireless Lighting Nodes the following is important:
• One gateway for every 500 - 1000 nodes (on average).

• Gateway must be powered up 24 hours a day (120-240Vac - with higher voltage, a stepdown transformer is required and can be provided by Dimonoff as an option).

• The gateway must be installed within 300 m (1000 ft) of the two first nodes.
• The gateway must have a direct line of sight with at least two nodes.
• Dimonoff recommends installing the gateway at the same height and in the same environment (inside or outside) of the nodes.
• In case the gateway is installed in an environment with thick walls, you may need to install an extended cable with an external antenna.
  Network between the smart wireless lighting nodes and the gateways
Dimonoff offers the Digi XBee 3 PRO 2.4 GHz radio which is highly recommended to creates a mesh wireless communication network in the most cost-effective, long-term, and reliable option.

About the Digi Mesh Protocol

Digi XBee 3 PRO radio is a Wireless, ISM, DSSS interference immunity, auto discover / auto heal, RF 2.4 GHz . It is designed for optimal network performance and to minimize latency. It is able to respond to a command from a user or to a signal sent from a detector and to change the lighting level within less than a second. Scheduled changes to lighting levels occur gradually, so as not to be perceptible to casual observers.

The wireless system is reliable and provides excellent reception and signal integrity. Each node of the network is a router, eliminating the possibility of a single-point-of-failure that may incur with a ZigBee network.

Communication between nodes and gateways is done using a private radio network. Each communication is encrypted using 128 bits AES protocol; IEEE 802.15.4 secured meshed-network (128-bit encryption). AES 256-bit encryption is available with Digi XBee 3 PRO radio . All user data transmitted over the air link is encrypted with AES encryption methods.

Dimonoff offers also the NBIoT / cellular nodes. For some luminaires that cannot join the mesh network due to distance for example, a cellular node could be an interesting option complementary to the mesh network to allow all the lights of the city to be connected.
Backhaul: Communication network between the gateways and the central management server
With the Dimonoff's solution, communication between the gateways and the Dimonoff |SCMS software server can be done over the Internet via LAN / WAN communication (Ethernet network). Gateways can be connected to an existing network infrastructure such as traffic cabinets or city buildings with no operating costs.

If LAN communication is not available, the other option is to communicate via cellular technology by adding a cellular modem to the gateway. It includes 3G, 4G or LTE and LPWA communications.

In the event of a gateway failure or a communication failure, the luminaire continues to operate in accordance with the No Communication parameters configured in each node. Every RME node has an integrated photocell that operates immediately upon installation (no need for a network communication). In case of a communication failure (NO COM configurable parameters), you can decide to set it to automatically enable the internal photocell to turn on the light at a user define level, etc.

In the event of a Central Management Server or network failure, the luminaire continues to operate in accordance with most recently uploaded schedules in the gateway. Each gateway autonomously manages a group of nodes (NLC), removing any dependency on a central server for normal operation and making the system redundant and robust.

Energy measurements are not affected by offline operation. A gap filling process provides data in the SCMS during the offline. All data is resynchronized to the gateway when the communication is restored. | * |
| 78 | If applicable, describe how your proposed solution(s) ensure Zhaga compliance for the integration of LED modules, sensors, or communication devices to facilitate easy upgrades and interoperability. | The RME, the external node can be manufactured with a Zhaga Book 18 socket to accommodate project where this standard will be the requirement.
Also, the RME can be manufactured to be connected to a DALI 2 D4i driver under request. | * |

Table 7C: Physical Assets, Poles, and Mounting Structures

Using the comments text box, answer the questions below if your proposal is offering **Physical Assets, Poles, and Mounting Structures.**

☐ We will not be submitting for Table 7C: Physical Assets, Poles, and Mounting Structures

Line Item	Category or Type	Comments *	
79	Describe how your solution(s) ensure the durability and adaptability of mounting structures in varying environmental conditions.	Dimonoff only has communication nodes to be installed on top of luminaires or inside a luminaire. A gateway also need to be installed in our solution for each 1000 nodes or less. These have been installed all over North America. Each product has specifications of material to make sure the right product is installed in the proper environment. Our warrantee is 5 years on the nodes & 3 years on the gateway. (additional warranty up to 10 years is available) As for adaptability, our RME - exterior nodes only need to be installed on a ANSI C136.41 socket. The internal node RTM can be installed in the field or preferably we can send them to the fixture manufacturer for them to perform the installation at their manufacture.	*

Table 7D: Network Components, Gateways, Controllers, Communication Modules, or Specialized Platforms

Using the comments text box, answer the questions below if your proposal is offering **Network Components, Gateways, Controllers, Communication Modules, or Specialized Platforms.**

☐ We will not be submitting for Table 7D: Network Components, Gateways, Controllers, Communication Modules, or Specialized Platforms

Line Item	Category or Type	Comments *	
80	Describe what redundancy features are built into your network components to ensure continuous operation.	Dimonoff uses a mesh network where each nodes is a repeater. The system must be installed in such a way that each node is able to communicate with the other smart wireless lighting nodes and gateway (RF meshed network) 1000ft (up to 3280ft) between smart wireless lighting nodes. There could be 32 hops to reach the gateway. It means that one single gateway could reach a node that is 32,000 ft away. Why Mesh Network? About the Digi Mesh Protocol DIGITM radio: Wireless DigiMesh® network, ISM, DSSS interference immunity, auto discover / auto heal, RF 2.4 GHz. This radio standard is already approved in all Americas and by most of the countries around the world. Communication between nodes and gateways is done using a private radio network. It was designed and built for The US DARPA (Defense Advanced Research Projects Agency) standards, with specific channel and encryption. Each communication is encrypted using 128 bits AES protocol; IEEE 802.15.4 secured meshed-network (128-bit encryption). • Bidirectional communication • 24/7 OTA (over-the-air) data retrieval and firmware upgrades • Each node of the network is a router, eliminating a single point of failure that may incur with other networks. • Dimonoff firmware – updated through DevOps. It is designed for optimal network performance and to minimize latency. It can respond to a command from a user or to a signal sent from a detector and to change the lighting level within less than a second. Scheduled changes to lighting levels occur gradually, so as not to be perceptible to casual observers. The wireless system is reliable and provides excellent reception and signal integrity. Each node of the network is a router, eliminating the possibility of a single-point-of-failure that may incur with a ZigBee network.	*
81	Describe what features your platform provides for monitoring, controlling, and managing smart infrastructure assets.	Dimonoff platform needs to be fed by information from the nodes and gateways in order to capture information that can later be sent to the platform via the Cloud and therefore provide monitoring, contolling and management of smart infrastructure. Description and explanation of each components(Nodes,Gateway and CMS can be found in the Lighting Solution Guide p.13-19 . The SCMS/CENTRAL MANAGEMENT SYSTEM is the element that allows you to do the Monitoring, controlling of all information captured by the gateway from each individual node. Map-based GUI enables display, configuration, control, and monitoring of all devices in real time, plus complete scheduling management and prompt alerts as soon as anomalies are detected.	

Dimonoff | SCMS provides several methods to view and work with the status of each zone in your system.

The Dimonoff | SCMS dashboard shows system information panels briefly. In case of network issues, the panel lists any gateways that might not presently be fully functional and that must be checked for issues. (e.g. connection to the system). The panel also shows the number of connected devices with which Dimonoff | SCMS has lost communication (that are not responding) versus those with which Dimonoff | SCMS is able to communicate. Panels on the main dashboard are configurable according to user needs.

Conditional filters enable users to distinguish nodes meeting certain conditions on the map by changing the color of the icons that represent them (example: blue icons mean that Dimonoff | SCMS has lost communication with them). Conditional filters are configurable according to user needs.

On the main dashboard, a search field allows users to filter devices by serial number, label, streetlight identifier or any dynamic parameter. Once selected from the Search result list, the map will center directly onto the selected device. The user can also choose between different filters (functional layers) to view specific icons on the map. Functional layers are a grouping of devices that perform similar roles, and they are configurable according to the user's needs. Users can add as many functional layers as they need.

Users have access to the last time Dimonoff | SCMS received information from the device (Last Comm. Date).

User can draw a shape on the map using a lasso tool to enclose devices that you want to run an action on. User can also choose between different filters to view specific icons on the map.

Remote Monitoring
Dimonoff|SCMS provides the ability to record and transmit operational data of individual luminaires including Luminaire status (ON/OFF/Alarm), Input Voltage (V), Current drawn (A), Power consumed (W), Cumulative Energy consumed (kWh-kVAh), Power factor, Lamp burn time (h) and Luminaire's set dimming level.

Energy Measurement and Recording

The Dimonoff|SCMS has the capability to record, store and extract energy consumption data. Each node measures and records energy consumption. Data is synchronized and stored to allow historical reports and export for more advanced analysis (PDF, CSV and Excel file format).

You can run energy log reports manually and you can also schedule them to run at set intervals.

Alarm logs

Different anomaly alerts can be visible directly on the map. Users can also configure Dimonoff | SCMS to alert staff should certain conditions occur in a specific business unit. Alerts arrive in emails sent every hour by Dimonoff | SCMS. Supported alerts include overload, overvoltage, undervoltage, power factor, fault when on, fault when off, last gasp, restore power on, lost module, tilt angle.

Dimonoff system already includes a last gasp alarm. It indicates that the node lost power abruptly. The node will send an alarm message if it has lost power due to a power failure resulting, for example, from the operation of a switch. An alarm of wire or cable problems will need to be created.

Dimonoff | SCMS records all anomaly alerts in a log and users can review those alarms as a whole or by filtering for specific criteria.

Dimonoff | SCMS records all anomaly alerts in a log and users can review those alarms as a whole or by filtering for specific criteria. Supported alerts include overload, overvoltage, undervoltage, power factor, fault when on, fault when off, last gasp, restore power on, lost module, tilt angle, CPU temperature, 0-10V alarm.

User defined query

Users can also build their own reports, otherwise known as user-defined queries. They can export the results in a csv file and / or share a query with other Dimonoff | SCMS users.

Inventory reports

The Inventory tab in the Reports menu lets users know their product inventory. It is possible to search based on business units, a configurable list of settings and set-up date ranges. A PDF of the inventory content can be created.

User logs

Users can view a log for all activity in a business unit. In other words, Dimonoff | SCMS maintains an activity log that details every action taken in each business unit including logins, create/read/update/delete operations, etc.
User logs can be exported in a csv file.
Typical user logs:

Security / Users

Each user must enter a unique username and password to access the platform. The platform can be accessed simultaneously by users, with different levels of access/security privileges depending on their assigned role. A role is a set of access privileges required by users to do a specific job within Dimonoff | SCMS.

Dimonoff | SCMS has many features, and few users need access to all of them. To simplify their dashboards and to enhance the system's security, users gain access only to the features they need to use. This happens when an administrator assigns roles to them.
In the following image:
•   the System Name column contains the names of groups of features.
•   the following four columns contain the activities that users assigned to this role can perform.

User security profile includes login name, full name, password, email and cellphone.

A role must be assigned to each user, a role being a set of access privileges required by users to do a specific job within Dimonoff | SCMS.

One or multiple business units must be assigned to each user. Dimonoff | SCMS is divided into different business units that could represent a city, municipality, a suburb, or a group of buildings. Organizations can have unlimited numbers of business units and managers may administer one or more business units.

Users can access the platform for specific dates, days, or times.

A security profile is defined by the combination of role configuration and user profile. Only an administrator should be able to modify, delete or create a new user.

Dimonoff has integrated Microsoft Active Directory to add more security in the login.

Schedules and groups

A group is a cluster of devices. These devices are grouped together so scenarios and schedules can be run against them.

Users can run scenarios (customizable commands) that are executed by a group of devices.

Calendar-based scheduler, including special day events mechanism, enables automation of various commands using programs. These commands run at pre-set days and times against a node, a group of nodes or a group of nodes in a scenario.

In Dimonoff lighting control systems, each gateway:
• records information for each schedule in its memory
• autonomously manages its schedules
• Times include fixed time and astronomical events (sunrise, sunset, dawn and dusk).

For example, you can have a node turned off:
• at 6:00 am, or at sunrise
• Monday to Friday only, or every day
• at set times of year, only during a special event, or indefinitely

Commands include On/Off switching and flexible dimming, adjustable minimum and maximum levels with 1 % steps. There is no limit at the number of commands you can send during the night.

Maintenance Module

Tickets
The Maintenance Management interface is different from the Dimonoff | SCMS interface. It is an optional module that is sold separately. By clicking on "Maintenance", you then open a new Web Page. The Dimonoff | SCMS interface allows the management of tickets that were previously created in the system, as well as the creation of new ones.

Tickets are received in the system as in a mailbox. The "Tickets Management" interface allows you to act on tickets and manage their life cycle with dates, associations to work teams and other features discussed in this document.

There are 2 ways to create a ticket, either manually from the Dimonoff | SCMS interface, or automatically, using the Preventive Maintenance option.

Manual Maintenance
Manual Maintenance allows you to create a ticket from the Dimonoff | SCMS interface. To create a ticket, simply select a device on the map in the "Dashboard" menu. A window will appear on the right of your screen. Click on the white part (containing the node's information) to open a new window on the left of your screen.

Then, click on "Create a Maintenance Ticket".

A new window will appear on your screen. To understand what the meaning of the different lines on this window is, refer to the next table.

It is also possible to use the lasso tool to select a group of devices and create a ticket for this cluster of devices. To use the lasso tool, the user needs to go in the "Maps" menu and activate the Selection Mode. To facilitate the selection, the user can utilize the filter and its display tools by using the "Functional Layers" icon (at the top right of the screen) or the "Hide Filtered Icons" and the "Show Ticket Maintenance" (at the left of the screen).

Note: A ticket can only be associated with one functional layer. For instance, you can't create a ticket for a cluster of nodes and a gateway.

By double-clicking to end the lasso created by the "Selection Mode", the user can then then click on the "Maintenance" button at the left of the screen.

A new window will appear. In this window, you will see:

Field   Explanation

Name   The name choice is personal and editable. Use words that will help people identify the ticket by its name.

Functional Layer   The functional layer will automatically be set, and the number of devices will appear on the right of the type of layer.

Note: If multiple functional layers are selected with the lasso tool, all the functional layers selected will be visible in a drop-down menu. You will be able to select the desired functional layer.

Task   It is possible (but optional) to link tickets to tasks that allow the tickets to be classified according to the work that needs to be done. Tasks are also used to determine ticket status and keep track of dates. Thus, when a task is assigned to a ticket, it appears in "Configuration: Modules: Details: Module life". The creation and modification of tasks is done in the "Maintenance: Administration: Tasks" module. For more information, refer to the section "Preventive Maintenance".

Priority   Priorities are optional but can help you handle different tickets in a particular order, depending on its priority. For more information on priority, refer to the "Ticket" section.

Work Order   It is possible (but optional) to link a ticket to a work order directly when creating it. It is also possible to link this ticket to a work order later, in the "Maintenance" module. The creation and modification of tasks is done in the " Maintenance: Work Orders" module. For more information, refer to the "Work Orders" section.

Description   Descriptions are optional. They can help you describe the work that has to be done.

In this example, you can see in the "Functional Layer" line that this ticket is for 3 devices (in red).

Preventive Maintenance

The other way to create a ticket is with the Preventive Maintenance option. This option automatically generates tickets when the dates (set according to a schedule) arrive.

By clicking on the "Set Schedule" button at the bottom of the window when the user creates a ticket, it creates a recurring schedule of 10 tickets according to the chosen recurrence. This number can be modified according to preferences. To modify the number of recurring schedules, contact the Dimonoff support team.

The principle of Preventive Management uses a notion of tasks which will be part of the device's life cycle. These parameters are visible in the device's details from the Dimonoff | SCMS platform, accessible by the "Configuration: Device Life: Node Details: Tasks" menu. Tasks can represent multiple things, such as a date for a future cleaning or an installation date. In other words, a task represents an event and its date. A node can therefore have several tasks. For more information on how to create, modify or delete a task, refer to the "Administration: Tasks" section.

In the example below, it is possible to see the tasks, the statuses and the dates linked to different tickets concerning a node. To see it, go to "Configurations: Devices: Details: Life Node".

As we can see below, a setup task of installation has been configured to be registered in the devices of STREET_LIGHT (« Luminaire de rue ») layer type when it is added to Dimonoff | SCMS.

Note: For proper operation, make sure the type of device used is listed in the functional layers is selected for this type of task.

Ticket Management

A ticket describes an action that must be completed on one or more devices of the same functional layer. A ticket also has a life cycle and an attributed number that helps retracing and finding it. The "Maintenance" interface allows you to view and/or modify the different parameters of a ticket.

This is what your screen should look like in the "Maintenance: Ticket Management" module:

The tickets are presented in the form of a table that can be classified according to its different features.

Field   Description
Ticket ID   The ticket number is automatically created by Dimonoff | SCMS when the ticket is created. For more information, refer to the "Tickets: Ticket Management" section.

Functional layer   The functional layer is determined at the time the ticket is created. For more information on the functional layer, refer to the "Ticket Creation" section.

Priority   A specific priority can be associated to tickets:

Name   The name of the tickets is personal and modifiable. It allows users to recognize the ticket by name.
Tasks   The "Tasks" field may be empty. If a task has been assigned to the ticket, it will appear in this column. For more information on tasks, refer to the "Maintenance: Administration: Tasks" section.
Work Orders   The "Work Orders" field may be empty. If a work order has been assigned to the ticket, it will appear in this column. For more information on work orders, refer to the "Work Orders" section.
Last Status Change   The ticket's status indicates its life cycle. Per default, it is "Backlog". There are 4 types of statuses:

The status of a task can be changed manually and automatically. It can be changed manually by clicking on a ticket and on the "Change Status" box.

Also, it can change automatically depending on the actions made on the tickets or work orders. Per example, when a team heads to do work on a work order, the status changes to "In Progress".

For more information on the statutes, refer to the "Preventive Maintenance" section.

Creation Date   This date is automatically created when a ticket is added.

Note: The various search fields above the table allow users to easily find tickets.

When a ticket is selected, you can modify its parameters in the window that appears at the right of the screen.
Three dates are used to tell information about a ticket:
Date Name   Explanation
Creation Date   •   Automatically created when a ticket is added.
(Ticket) Due Date   •   Optional date.
•   Allows users to visually see all the tickets in the Calendar tab.
•   Changed manually.
Last Status Change   •   Automatically updates when a status change occurs.

"Description" in the right column allows the manager to give specific instructions while "Done Comments" allow the manager to collect information following the actions that have been performed.

Determine the Location of Tickets Associated with One or More Tickets

1. In the "Maintenance" module of Dimonoff | SCMS:

The devices associated with a ticket are geographically located on the map. It is

possible to select several tickets simultaneously and determine their location geographically.

Note: To select several tickets at the same time, select the "Ctrl" key and click on the tickets you want to select with the left click of your mouse.

It is also possible to display in table form the civic address of different devices from a ticket selection by clicking on the "Address" button, at the right side of your screen. You can select multiple tickets to search multiple addresses at the same time. A new window will open:

By clicking on the "Inventory" tab located to the right of the "Address" icon, the same window appears. This table can be printed and exported in PDF format by clicking on the "Download" icon below which are located at the top right of the new window.

2. In the "Maps" menu of Dimonoff | SCMS:

It is also possible to activate the "Show Ticket Maintenance" in the "Maps" menu in   Dimonoff | SCMS to see all the nodes that have a (or multiple) ticket(s).

By activating it, an icon ( ) will be added next to all devices who are attached to a ticket. This hover icon presents the ticket and its work order's ID (if applicable).

Notes:
• The hover icon only shows the last ticket that was assigned to the device. To see the information regarding the other node's tickets, it is possible to go in the "Device Life" table.
• By clicking on the icon, it is possible to see the other nodes that are part of the same ticket. They will all turn yellow.

Work Orders
Work Orders will be used to organize the tickets and assign them to a field team and to specific dates. This allows the user to affect multiples tickets at once by sliding them in a Work Order (in the list, on the left side of the screen). Searching in the work order list is easy due to the different arrows near the column names.

The "Work Order" tab enables creation of work orders (with the "Add" icon, in the upper left corner). It also enables management of the work orders with the 3 icons in the "Actions" column:

Action   Explanation
Modify
      To view or edit the details of the work orders, click on the "Edit" icon (paper and pencil).
Delete
      To delete a work order, click on the "Delete" icon (the trash can).

Note: When a ticket has the status "Done", so that it is no longer in the "Ticket Management" list, it must be manually deleted so that it can be transferred to the archives. For more information on archives, refer to the "Archives" section.

Print
      A third "Print" icon appears when a work order is associated with at least one ticket. When selected, a new window in a PDF format opens and presents the list of tickets in the work order and several information concerning them (ticket number, module serial number, functional layers, priority, etc.).

The "Tickets Management" tab allows you to assign one or more ticket(s) to a work order. Just select the ticket, drag it and drop it into the desired work order (in the red box in the image on the next page).

The work order's progress bar (at the left of the screen) indicates the number of tickets completed within it. When a work order in selected in the left column, the table at the right will display the tickets that are associated to it. Once a Work Order is completed, the progress bar is completely green, and its name is crossed out.
Three dates are used to tell information about a work order:

Date Name   Explanation
Planned Date   •   The expected date on which the work order will be processed.
•   Manually changed.
Start Date   •   Updates when work starts on a ticket associated to this work order (when status of a task is updated in one of the tickets associated to this work order).
•   It also changes the information on the progress bar.
•   Manually changed.
Completion Date   •   Updates when work ends on a work order (when status of a task is updated).
•   It also changes the information on the progress bar.
•   Manually changed.
Notes:
•   By assigning a ticket to a work order, it automatically deletes the ticket from any other work order it was assigned to.
•   It is possible to mix the types of devices (per example: gateways and nodes) in a work order, unlike in a ticket.

The "Maintenance" interface also allows you to create work teams. For more information, refer to the section "Administration: Teams".
Archives
Deleting a ticket enables its archiving. All deleted tickets will vanish from the "Tickets Management" and appear in the "Archives" tab. It then remains accessible as an archive which allows full traceability of the different tickets.

Notes:
•   It is impossible to completely delete a ticket or a work order.
•   It is impossible to select an archived ticket and make it active again.

Maintenance: Calendar

The Calendar can be selected at the left of the "Maintenance" module.

It allows graphical management of work orders. It is just necessary that the work order has an expected date to be configured so that it appears on the calendar.

The color legend of the objects:
•   Blue: An active work order.
•   Purple: A schedule related to the preventive maintenance that will create a ticket once the trigger will happen.
•   Grey: A work order that was archived and that is then not active.

By manipulating the graphic object, you can adjust the duration, its start date, and its end date. By clicking on the object in the calendar, it is also possible to modify a work order or a preventive maintenance schedule with the window that will appear.

Note: When the user makes a change to the date of a ticket, that change affects all subsequent repetitions of that schedule.

Maintenance: Administration

Tasks

The tab "Tasks" contains the list of all the different tasks. The name choice is personal and editable. Use words that will help people identify the tasks by its name (per example: the type of work that is done, the type of device concerned, etc.).

Be sure to include all functional layer types useful in the "Functional Layers" section so that the devices can be affected by the tasks. For more information on functional layers, refer to the "Administration: Layer Types: Understanding Functional Layers" section.

Associate the good type of trigger to the task. If this task does not require any

trigger, choose the option "-". For more information on trigger, refer to the "Preventive Maintenance" section.

A trigger is not needed to create a ticket. In fact, it is possible to associate a ticket with a specific trigger to optimize its operation.

1.   When a trigger is associated with a ticket, the ticket is created when an action is performed on a device. There will therefore be no "status" associated with this task since it is an execution from a trigger. This is useful when users want to keep track of the action that has been taken. There are 4 options available: "Add", "Remove", "ChangeSite" and "Replace".

For example, a ticket could be to install or change a node that is no longer functioning properly.

2.   When no trigger is associated with a ticket, it means that the task will not be triggered by performing an action. However, this task can be associated with the creation of a ticket, which will be done manually or preventively. Each time the status of this ticket is changed, a row will be added in the node's life table, with the date of the status change. It is possible to manually assign a task to a ticket.

For example, a user might want to change a driver or decide to clean a node every spring.
For more information on schedules, refer to the section "Preventive Maintenance".

Teams

It is possible to attribute a team to work orders. To create a new team, follow these steps:
1.   Click on "Maintenance" in the "Dashboard" menu, on the "Administration" menu, on the left of the screen and in the "Teams" tab.
2.   Click on the "Add" button, in the upper left corner of the screen.

3.   Attribute a name to the team.

Note: Use words to help people identify the team (examples: team leader's name or a work team characteristic).

Schedules
The "Schedule" section allows users to see the different schedules planned and their specific information in a table format. By default, the schedules are in order of the next ticket scheduled.

The schedules allow creation of tickets that are scheduled in time. The date which appear in the table represents the date when the next ticket will be created. By default, the lines are ordered by date. When a planned ticket is issued, the configured task will be added to the other node's life tasks and a "Backlog" status will automatically be added.

Note: Schedules create tickets, but do not create work orders. For more information on work orders, refer to the "Work Order" section.

A schedule can use four types of recurrence: "Single Time", "Weekly", "Monthly", and "Yearly". For the "Single Time" option, the user can choose the date at which he wants to schedule another planification. For the three other options, in addition to choosing the period of recurrence (week, month or year), it is also possible to choose the frequency of recurrence (every how many weeks, months or year will this schedule be set).

1. Single Time:

2. Weekly:

3. Monthly:

4. Yearly:

	DIMONOFF	SCMS - The IoT Management Platform Dimonoff	SCMS is an advanced IoT platform for managing assets and energy tailored to cities, utilities, and buildings. It allows for the integration of products and systems from various vendors into one interface. Dimonoff's platform is unique in its capability to unify controllers from multiple manufacturers Dimonoff SCMS has been developped in such a way that it offers all the following of the functions Dashboard information, remote monitoring, energy measures, alarms, asset inventory reports, user log-security , Groups, schedule & scenarios and maintenance module with ticket creation. Please consult the Dimonoff Lighting Solution Guide P33-63 for complete details and capture from actual system. Please see Lighting Solutions Guide p.33-63	
82	If applicable, describe how your platform supports multiple data sources and integrates them into a unified dashboard for real-time monitoring.	The beauty with a mesh network is that the city will own its own communication network. Basically, all the lights equipped with a controller could be controlled individually, in group or zone. Furthermore, the city could integrate many different type of IoT sensors or systems that will be connected to the same mesh network. To do so, Dimonoff has created the internal radio RTM and the LNLV that can be connected to these sensors and communicate with the existing mesh network.	*

Table 7E: Integration with Turnkey Services

Using the comments text box, answer the questions below if your proposal is offering **Integration with Turnkey Services.**

☐   We will not be submitting for Table 7E: Integration with Turnkey Services

Line Item	Category or Type	Comments *	
83	Describe what levels of service (e.g., technology/infrastructure only, turnkey, other) are being proposed.	Dimonoff can help from the very first phase of the design. We can work with the client to help design the proper solution, guide them through the process as it was done with the city of Grand Rapids in Michigan or the City of Pittsburgh, PA. Once the bill of material is established, and order is shipped, Dimonoff will guide the city for the installation of the material with the electrician and then will remotely start the commissioning of the system.	*

| 84 | Describe your proposed maintenance plans and schedules.

Provide details on routine maintenance, emergency repairs, software updates, and any remote monitoring capabilities.

Include pricing for such maintenance in your proposal. | Dimonoff includes one training session per year on new versions, upgrades, etc. this is included in the software annual maintenance plan.
Fot other types of maintenance,Dimonoff has a full staff that is answering remotely via Zoho Desk all inquiries. The client needs to buy a bank of hours at an hourly rate to get suppport. Pricing is provided in price list. Everytime a client call, the time taken for the support gets deducted from the bank of hours and a log is sent to the client on a montly basis.
All maintenance services can be done remotely unless it is a physical issue that requires an electrician to go on site. Dimonoff also proposes on-site visit if needed.

Dimonoff strongly recommends the City to develop its own internal procedures and design one champion to learn how to manage and use the platform, train new users, and be the single interface with Dimonoff's customer service. A field supports person is also recommended that is trained to diagnose field issue, preventing unnecessary interventions.

Dimonoff normally provide remote support including:
•   Single phone number with cascade on cellular phones for emergency
•   Dedicated email address to support staff and bug tracking and resolution software (Zoho Desk, JIRA)
•   Live chat available using popular software
•   FAQ for self help
•   Typical response time: within minutes during business hours

Local in-person support can be provided on request (extra cost).

Response time
•   Critical System Failure: immediately
•   Severity 1: Two (2) working day after the problem has been reported.
•   Severity 2: Five (5) working days after the problem has been reported.

Helpdesk
•   Dimonoff makes available, during Business Hours, from 07:30 am to 18:00 pm (EST) a telephone and email helpdesk facility for the purposes of:
•   assisting the Customer with the proper use of the Software.
•   determining the causes of errors in the Software; and/or
•   fixing errors in the Software.

Request for Service
•   Request for Service shall be communicated in writing and addressed through the Helpdesk. | * |

| 85 | Briefly describe one (1) project you have completed for another public agency and OUTLINE the deployment process. | Dimonoff helped the City of Grand Rapids, MI implement 18,000 Dimonoff nodes using its SCMS Software in just six months using the following approach and tools.

RME-XBP External Nodes, standard ANSI 136.41
• Gateways G3+
(A single gateway has the capacity to connect over 1,000 nodes. However, to accommodate the geography and potential future developments such as parks, sensors, and new neighborhoods, the recommended design is one gateway for every 750 nodes.)
• Cellular plan for the gateways (some gateways could be connected to public buildings LAN to avoid cellular fees)
If the Client secures a more advantageous agreement with a major telecommunications company (such as AT&T, Verizon, T-Mobile, etc.), we could integrate their SIM cards into our gateways as part of your plan, thereby reducing the cellular fees associated with the gateways.
• Dimonoff SCMS Software SaaS on cloud base
• SCMS Training hours to Client staff
As this involves SaaS training, the majority of the instruction will be conducted remotely. However, we can arrange a visit to the project team to establish a personal connection with them.
• Support hours for contractors and city staff during the implementation period.
We normally schedule five 2-3-day sessions to train the contractors and city staff. Typically, our installation guides make it possible to complete the training in just one or two sessions. Remember, we also provide online support, and our team shares the same time zone as you.

Our MBE partner, THA Consulting in local partner/lighting agency from the territory, can team-up as needed. They will team with Dimonoff to give the support for IT and for the installation & commissioning.

Dimonoff provides training documentation, PowerPoint and a user guide are available in the platform and in PDF for new users. The city normally determines who attends the training and ensures availability of all participants at the scheduled day and time.

One training session per year on new versions, upgrades, etc. is included in the software annual maintenance plan.

Additional web-based training sessions can be offered for new users by Dimonoff (extra cost, fixed hourly rate). Dimonoff strongly recommends the City to develop its own internal procedures on how they want to manage and use the platform, train new users, etc. Dimonoff recommends having at least one 'system champion' designated by the City that can train new staff, answer basic user questions and be the single interface with Dimonoff's customer service. This person would be designated as a Super User that has additional rights such as creating and modifying users in the system. A field supports person is also recommended that is trained to diagnose field issue, preventing unnecessary interventions. | * |

Table 8: Exceptions to Terms, Conditions, or Specifications Form

Line Item 86. NOTICE: To identify any exception, or to request any modification, to Sourcewell standard Master Agreement terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Master Agreement Template provided in the "Bid Documents" section. Proposer must upload the redline in the "Requested Exceptions" upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Master Agreement.

Do you have exceptions or modifications to propose?	Acknowledgement *
	○ Yes ◉ No

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Pricing](#) - Dimonoff Pricelist CAN-USA.zip - Thursday April 10, 2025 13:51:52
- [Financial Strength and Stability](#) - Financial Statements _2025-03-27.zip - Thursday March 27, 2025 12:00:59
- [Marketing Plan/Samples](#) - Dimonoff-Rep_Marketing_Materials.zip - Thursday March 27, 2025 11:54:09
- WMBE/MBE/SBE or Related Certificates (optional)
- [Standard Transaction Document Samples](#) - Sample documents.zip - Friday March 28, 2025 10:00:21
- Requested Exceptions (optional)
- [Upload Additional Document](#) - Lighting Solutions Guide.zip - Thursday April 10, 2025 14:42:58

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for award.

3. The Proposer certifies that:

   (1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-

      (i) Those prices;

      (ii) The intention to submit an offer; or

      (iii) The methods or factors used to calculate the prices offered.

   (2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor   before award unless otherwise required by law; and

   (3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting   competition.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise   to an organizational conflict of interest. An organizational conflict of interest is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.

5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.

6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.

7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

8. Proposer its employees, agents, and subcontractors are not:

   1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;
   2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or
   3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Jostran Lamontagne, VP Sales & Marketing, Dimonoff Inc

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the obligations contemplated in the solicitation proposal.

◦ **Yes**   ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum**" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_7_Smart_Infrastructure_RFP041525 Fri April 4 2025 03:43 PM	☑	1
Addendum_6_Smart_Infrastructure_RFP041525 Tue April 1 2025 04:19 PM	☑	8
Addendum_5_Smart_Infrastructure_RFP041525 Thu March 27 2025 02:54 PM	☑	1
Addendum_4_Smart_Infrastructure_RFP041525 Wed March 26 2025 04:07 PM	☑	1
Addendum_3_Smart_Infrastructure_RFP041525 Tue March 25 2025 09:49 AM	☑	2
Addendum_2_Smart_Infrastructure_RFP041525 Tue March 18 2025 08:15 AM	☑	1
Addendum_1_Smart_Infrastructure_RFP041525 Wed March 12 2025 08:05 AM	☑	1